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SECTION 1

INTRODUCTION

1.1 PREFACE

Section 1 of this RFP serves as the Executive Summary for the CALNET II procurement.

The Legislature enacted the Governor's Reorganization Proposal (GRP) #2 while this comprehensive addendum to the CALNET II Request For Proposal (RFP) was being developed. The GRP #2 established a new Department of Technology Services (DTS), and transferred the Office of Network Services (ONS) (responsible for this RFP) from the Department of General Services (DGS) Telecommunications Division (TD) to the new DTS. In addition, GRP #2 transferred two State data centers, the Stephen P. Teale Data Center and the Health and Human Services Data Center, into the new DTS, where they will continue to consolidate into one Data Center. For more information on the DTS, see www.dts.ca.gov.

All applicable references to DGS/TD or DGS/ONS in this RFP have been changed to refer to the new DTS/ONS. Due to the nature of this procurement, the DGS Procurement Officer(s) will continue to manage and oversee the procurement process for this RFP.

The statutory authority for this procurement and subsequent implementation is contained in Government Code Chapter 5.5, Sections 11531-11544, as enacted by the Legislature in GRP #2. (See www.leginfo.ca.gov/pub/bill/asm/ab_0001-0050/grp_2_bill_20050509_introduced.pdf.) See Section 1.4.1 General Authority for more information.

Addendum 12 replaces all previously released RFP pages in their entirety, although some of the previous language is incorporated herein. Addendum 12 will be referred to as the "revised RFP" throughout the remainder of Section 1; but will however, be called "the RFP" in the remaining RFP Sections. This revised RFP reflects the results of the standard State iterative process that has occurred in this procurement to date. Given the complexity and size of this document, and the natural evolution of changes throughout the procurement process, this revised RFP will continue to be improved through subsequent addenda.

Feedback from a wide variety of sources including vendors and customers was used to help shape this revised RFP into what we consider a more flexible approach that will continue to meet the needs of the State and its local government Customers. The applicable portions of the revised RFP will be incorporated into the subsequent Contracts by reference (Sections 1, 3, 4, 5, 6, 7, and Appendix A, Glossary). Appendix B-1 through Appendix B-4 contains the Model Contracts. Please refer to Appendix A, Glossary;

various words will be capitalized throughout this document to indicate they are defined terms.

Questions are encouraged throughout the remaining procurement process, and will be answered in the same manner as before, by posting questions and answers on the ONS CALNET II homepage at www.ons.dts.ca.gov. The answers to the RFP 2053 Question and Answer Sets 1-12 pertain to the previous version of the RFP (through Addendum #11), and in most cases are no longer applicable due to the significant revisions to the RFP beginning with Addendum 12. The Question and Answer sets for Addendum #12 forward will begin with RFP 2053 Question and Answer set #13.

The original RFP, its associated Addendums (1-11), and Question and Answer Sets (1-12), are now located at the CALNET II homepage on an RFP Archive page. The information posted on the active CALNET II homepage will start with Addendum 12, and the Question and Answer Sets will start with Set 13. Bidders should submit new questions or re-ask previously submitted questions to help ensure understanding of the requirements.

Each of the individually scheduled confidential Bidder discussions are also expected to be a fertile source of information sharing and clarification that will help increase mutual understanding of the State's requirements and approaches in this revised RFP, and of the Bidders abilities to meet those needs.

1.2 PURPOSE

The DTS/ONS issued this revised RFP to obtain a comprehensive set of outsourced telecommunications and network services known as the California Integrated Information Network II (CALNET II). These contracted services will replace the existing Master Services Agreement (DGS Contract CNT-001), currently known as CALNET I. CALNET II will continue to offer most of the CALNET I service offerings while also offering new services.

This revised RFP is available for individual companies or strategic teams who may be interested in supplying telecommunications and network services to the State. **With the significant changes associated with this revised RFP, the State encourages vendors who have not yet become engaged in this CALNET II procurement to consider the renewed opportunity to bid the requested services.** Bidders are encouraged to create partnerships with multiple subcontractors. As the "single" provider and single point of contact for their awarded Contract(s), each Contractor shall bear the full responsibility for their awarded Contract(s) and all subcontractors, subsidiaries, and Affiliates.

The diverse services specified in this RFP reflect the complexity of the government itself and the diverse missions of its Agencies. Each proposal must be designed to address

current and wherever possible, anticipated future business needs of State and local government agencies. Each proposal should also provide for a smooth transition to the services offered and should have the capability for continuous modernization of its network infrastructure, with rapid deployment of technologies and services to meet ever-increasing Customer demands.

More information on the changes from CALNET I and the previous version of the RFP are outlined in Section 1.4.4, The General CALNET II Approach, below.

1.3 DESCRIPTION OF BIDDABLE SERVICE MODULES

This revised RFP divides the CALNET II services into four separately biddable service Modules. Each Module will be separately evaluated and awarded. Thus, this RFP anticipates the award of four separate contracts for services and up to four separate Contractors. Bidders may bid on any or all of the Modules, and may win more than one Module Contract. The CALNET II Contracts are each anticipated to be awarded for a five-year term with the possibility of two one-year extensions at the discretion of the State.

The four Modules are briefly defined below; more detailed descriptions are found in RFP Section 4. The State's specified business and technical requirements for each Module are in RFP Sections 4 and 6. A general list (not comprehensive) of services included in each Module is provided in Table 1.1.

Module 1 –Core Services

This Module encompasses most of the voice and data services currently provided under the CALNET I contract with the exception of the voice long distance features and services contained in Module 2. The State is seeking an overall solution provided at the least cost with enough feature flexibility to allow Customers the choice of low cost basic services or more sophisticated feature rich services.

Module 2 –Long Distance Services for Voice

This Module includes the voice related long-distance features and functionality currently provided under the CALNET I contract. The Module 2 Contractor shall provide long distance voice network services and functionality consisting of Inter-LATA, Inter-State, and International calling. This Module will also offer Network Based Call Center solutions, 900 Services, Toll Free services, Operator services, Calling Card services, and Network Audio Conferencing. Long distance services shall be accessed through pre-subscription and will be interoperable with the core services offered in Module 1.

Module 3 – Internet Protocol Services

This Module provides an alternative solution to the traditional voice, video and data services named in Modules 1 and 2, by providing those services in an IP environment. The establishment of these new IP based services will enable the State to provide its CALNET II Customers hosted turnkey Voice over Internet Protocol (VoIP) solutions and a migration path to convergence as Customer's business needs dictate. In addition, this module includes Network Based IP Call Center solutions, Managed IP Video Conferencing and a variety of converged services. Due to the structure of the RFP, all services shall provide end-to-end connectivity.

Module 4 – Broadband Fixed Wireless Access (BFWA) Services

This Module provides an alternative to some of the data services named in Modules 1 and 3 via a fixed wireless environment. The purpose of this Module is to provide an alternative to traditional wireline local loop services (last mile access) and wire services through a variety of wireless technologies provided in conjunction with wired data services to form wireless-to-wired and wireless-to-wireless end-to-end solutions.

Table 1.1

Module 1	Module 2	Module 3	Module 4
CORE SERVICES	LONG DISTANCE SERVICES FOR VOICE	INTERNET PROTOCOL SERVICES	BROADBAND FIXED WIRELESS ACCESS
Business Access Lines	Long Distance Calling	Hosted Standalone IP Business Lines	BFWA Data Channel-Basic Line Rate Service
Central Office Basic Exchange Services	Long Distance Access	Hosted Standalone IP Telephony Business Line Service (CPE)	BFWA Data Channel-Enhanced Line Rate Service
Central Office Trunk Services	900 Services	Hosted Standalone IP Voice Mail	BFWA Additional Line Rate Data Channel Service
Intra-LATA Dialing	Network Based Call Center Services	Hosted Standalone IP Audio Conferencing	Wireline Data Channel-Basic Line Rate Service
Locally Based Automatic Call Distributor (ACD)	Network Based Interactive Voice Response (IVR)	IP Transport For Converged Services	Wireline Data Channel-Enhanced Line Rate Service
Interactive Voice Response (IVR)		Converged Services, IP Telephony Services	Wireline Additional Line Rate Data Channel Service
Specialized Call Routing (SCR)	Network Based Specialized Call Routing (SCR)	Converged Services, IP Phone Hardware Features	

Module 1	Module 2	Module 3	Module 4
Computer Telephone Integration	Computer Telephone Integration (CTI) For Network Based ACD	Converged Services, IP Telephony Features	
Voicemail Services	Toll Free Services (800/8xx)	Converged Services Business Line Services	
Operator Services	Operator Services	Converged Services, IP Telephony Security	
Voice Network Operations and Management	Calling Card Services	Converged Services, IP Telephony Voice Mail Services	
Data Transport Services	Network Audio Conferencing	Converged Services, Managed IP Audio Conferencing	
Analog, Carrier DS0, DS1, DS3, Gigabit Ethernet, Metropolitan Area Network Services (Giga MAN), Multi-Protocol Label Switching (MPLS)	Net Conferencing	IP Network Based Automatic Call Distributor	
Synchronous Optical Network (SONET)		IP Network Based Interactive Voice Response (IVR) System	
ISDN Basic Rate Interface (BRI)		IP Network Based Specialized Call Routing	
ISDN Primary Rate Interface (PRI)		Computer Telephone Integration (CTI) For IP Network Based ACD	
Switched 56		Managed IP Video Conferencing Services	
Frame Relay Services		Unified Messaging Training	
Asynchronous Transfer Mode (ATM)			
Digital Subscriber Line (DSL)			
Audio Conferencing			

1.4 BACKGROUND

1.4.1 General Authority

The DTS/ONS oversees statewide telecommunications services and network deployments, develops standards and requirements, and acquires the best overall telecommunications and network services to meet the business needs of the State. The DTS/ONS is authorized by the California Government Code Sections 11531-11544, and is currently represented in the State Administrative Manual (SAM) Sections 4500-4555 (see <http://sam.dgs.ca.gov/TOC/4500/default.htm>). The State Administrative Manual (SAM) Chapter 4500-4555, where applicable to DGS/ONS, still applies to DTS/ONS, but the information will be revised to be consistent with the new statutes, and moved to a new Chapter in the SAM that pertains to DTS authority in the near future.

Refer to the State Management Memo (MM) 04-08 (http://www.documents.dgs.ca.gov/osp/sam/mmemos/MM04_08.pdf) for more information on current State strategy and policy that should provide a general understanding for provision of telecommunications services in the State of California. We anticipate MM 04-08 to be updated and re-issued by DTS in the near future. The State Telecommunications Management Manual (STMM) (<http://www.ons.dts.ca.gov/pdf/stmm/STMMTOC.pdf>) provides specific direction for State Customers on managing telecommunications and network services.

The State Chief Information Officer released the California State Information Technology Strategic Plan (ITSP) dated November 2004 that, among other things, is consistent with the current State policy to use consolidated networks as outlined in MM 04-08. (See ITSP Goal #4, Objective 2, available at <http://www.cio.ca.gov>.) Each Module can have its own separate wide area network design(s) for the purposes of providing the services that are included in the respective Module.

1.4.2 Current Environment

Through CALNET I, the State provides for a vast and sophisticated, strategically outsourced telecommunications network infrastructure serving state, county, city, joint powers authorities and other qualified entities in California. The CALNET I network is a Wide Area Network (WAN) with statewide local services that distributes end-to-end voice and data services through a combination of consolidated backbones and the Public Switched Telephone Network (PSTN). It is privately owned, operated and maintained by the CALNET I contractors under the oversight of the DTS/ONS.

The State outsourced its network in 1998 and significant cost savings have been realized. This revised RFP is the second generation, and therefore, the environment is different in California than in other states that are just now moving to outsourced network and telecommunications services. It is for this reason that the State has structured this

revised RFP to continue to take advantage of the previous outsourcing while moving the State toward convergence in a cost effective manner.

The CALNET I contract is a joint SBC/MCI award with SBC serving as the single point of contact. Individual Customers purchase local network access and telecommunications services, and utilize the CALNET I backbones when services are required to cross one of California's eleven Local Access and Transport Areas (LATAs).

Current services include local and long distance, toll free, calling card, simple business lines, consolidated services such as Centrex and CentraNet, voice mail, data services, Asynchronous Transfer Mode (ATM), frame relay, building wiring, consulting and other services.

The CALNET I contract for telecommunications services is currently valued at approximately \$300 million dollars in annual expenditures of both State and local government. Of this total, approximately 160 State agencies currently represent about \$120 million, and approximately 2,000 local agencies represent about \$180 million. In addition, about 60 percent of the current contract value is for voice services, and 40 percent is for data services. Data services have grown at about 10 percent per year, while voice has grown at about 1 percent.

Only State agencies under the Executive Branch are required to purchase services from the CALNET I contract and the replacement CALNET II contracts (non-exempt State agencies). Local government agencies, joint powers authorities and exempt State agencies are not required to utilize any CALNET II Contract, but many elect to do so for the convenience of ordering services that have already been competitively bid, and to take advantage of the economical rates leveraged by the State's buying power.

The amount of business generated by the successful CALNET II Contractors will be determined in large part by the composition of their proposals, the Modules that are bid upon and won, and other dynamic factors such as Customer service and satisfaction, pricing strategies, technologies employed, quality of the services, breadth of the Contractor's experience, and ability to provide the desired services at competitive rates.

1.4.3 Selecting the CALNET II Approach

The DTS/ONS teamed with members of the DGS Procurement Division and the DGS Office of Legal Services to develop this RFP and subsequent Addenda and to make the eventual award. Independent consultants assisted the team in developing the RFP, and helped ensure its timely release. Independent consultants will also assist in providing support during the bid process and transition.

The Executive Steering Committee (ESC) consisting of the DGS Director, Chief Deputy Director, the Deputy Directors of the Procurement and Telecommunications Divisions, and the Office of Legal Services, continues to guide the CALNET II Team. The State and Consumer Services Agency also has a close oversight role, and provided for an outside legal firm to review the original RFP and Addendum 12, and to assist in developing the model contract language documents. With the move to the new DTS on July 11, 2005, the Director (when named) and the Chief Deputy Director of DTS also became members of the ESC.

This revised RFP is the result of long hours of research by the DTS and DGS teams, with special consideration of vendor and customer feedback. A significant amount of information was obtained in face-to-face meetings with the CALNET Customer Advisory Group (CAG) formed for the purpose of sharing information.

The CAG members consist of the State Chief Information Officer and State government members from State data centers, the Department of Transportation, Employment Development Department, Department of Justice, Department of Motor Vehicles, Franchise Tax Board, Department of Corrections, California Highway Patrol, Department of Water Resources, Lottery Commission, Office of Emergency Services, and the California Health and Human Services Agency. Local government agencies included the counties of Los Angeles, Riverside, Nevada, Contra Costa, and the City of Sacramento.

An RFI was released in March of 2004, and comments were received from a variety of vendors and Customers. Research and analysis through meetings, web searches, and direct outreach was also conducted, including review of the Federal Telecommunications System (FTS), other state's systems and approaches, and a variety of trade journals, news articles, and other resources. The CALNET II Team especially appreciates the information that was provided by CALNET I Customers, potential Customers and vendors.

The DTS/ONS also has a wealth of experience, knowledge and lessons learned from the CALNET I contract on which to draw its insight along with the expertise of DGS Procurement and Legal staff participating in this effort. The DTS and DGS team is therefore, in the unique position of understanding firsthand the numerous challenges presented in meeting the diverse network and telecommunications needs of California government.

The team has considered all viewpoints of competing interests, to the extent practical. However, ultimately it is up to the State to determine its own needs and to ensure that its needs for competitively acquired telecommunications and network services are met. This revised RFP reflects the results of these efforts, and the RFP's procurement process will

continue to provide opportunities for further refinement through structured feedback and dialogue processes with interested Bidders.

1.4.4 The General CALNET II Approach

The requirements have changed significantly with the issuance of the Addendum 12, so read the following summary information and the entire revised RFP carefully.

1.4.4.1 Number of Contractors and Contract Term

The RFP requirements designate four Modules, each of which are planned for separate award to a single Contractor (with any needed subcontractors). The duration of each Contract is planned for five years with the possibility of two one-year options (5+1+1) at the discretion of the State.

1.4.4.2 Expected Pricing

The State expects that the CALNET II proposals will reflect lower overall pricing than currently available for services on the CALNET I Contract, and will offer aggressively discounted pricing for other traditional and new services. The State expects vendors to bid their best prices for all offered services at the time of submitting their final proposals, which will constitute a “price cap” from which pricing can only be adjusted downward.

Contractors are required to provide Most Favored Nation pricing in each Contract for the “price cap” offered with respect to other customers outside of this procurement. In addition, Individual Price Reductions (IPR) may be offered to individual Customers or groups of Customers by Contractors after Contract award; see Section 1.4.4.3 below.

1.4.4.3 Non-Exclusivity and Individual Price Reductions After Award

The new Contracts will be non-exclusive with no minimum guarantees to the Contractors for revenues or quantities of services ordered.

The Contractors can, for competitive reasons, negotiate price reductions from the contracted price cap for individual or specific groups of CALNET II Customers without a Contract amendment. Generally, these negotiations will be started as a result of exemption requests in which price is a major factor. These post-award price reductions will not have to be provided statewide, but as noted above, can apply to specific Customers or Customer groups.

The DTS/ONS has the authority to negotiate price reductions for individual non-exempt State Agencies, or groups of non-exempt State Agencies to help leverage potential price decreases for the State. Individual price negotiations for non-exempt State Agencies will require either the involvement of the DTS/ONS or an approved delegation letter to the requesting Agency to negotiate their own prices. Exempt State and local government agencies may negotiate price reductions individually, may team with other local agencies, or may request to participate in negotiations led by DTS/ONS for non-exempt State Agencies

All individually negotiated Contract price decreases must be memorialized through an Individual Price Reduction Notification document for all State and local government agencies. An original signed copy must be prepared by the Contractor, and provided to the DTS/ONS for final approval. See RFP Section 4.5.2.1 for more information.

1.4.4.4 Transition From CALNET I to CALNET II Modules

It is anticipated that most CALNET I Customers will initially Transition their services to the new CALNET II Module 1 and 2 awarded contracts, and later if and when they are ready, may Transfer some or all of their services to other Modules.

The Transition from the existing CALNET I service providers to the new CALNET II Module 1 and 2 Contracts will be at no additional cost to the State or to the CALNET II Customers, and should provide minimal disruption to all Customers. The Contractors will be required to maintain or replace the existing contracted services, maintain current telephone numbers, and train users on the new systems at no additional cost.

The Module 1 and 2 Contractors must propose a solution that is interoperable and compatible with existing Agency owned equipment and environments, or to replace or provide the equipment needed to accomplish the Transition at no additional cost. Customers will, however, pay installation costs (per the Contractor bids) for additional Module 1 and 2 services they order during and after the initial Transition period.

Transition and implementation of the CALNET II Contracts should commence as quickly as possible, and is expected to be complete within 12 to 18 months after award.

Some Customers may request Migration directly from CALNET I services to CALNET II Modules 3 and/or 4 at the outset. This may be done with the prior approval of DTS/ONS. It is also contingent on the readiness of the Module 3 and 4 Contractors. Installation charges will apply (if included in the winning bids) when State and local government Customers Transition, Migrate, or Transfer some or all of their services to Modules 3 and 4.

1.4.4.5 Contractor Interaction Between Modules

Effective and frequent coordination is extremely important to the success of CALNET II, with the potential of up to four different Contractors receiving awards. This revised RFP includes information on how the awarded Contractors are expected to work with each other, the DTS/ONS, and the CALNET II Customers, to meet Customer and State business needs. This coordination will help facilitate services for Customers who may be purchasing services from more than one Module, or who may Transfer or Migrate some or all services from one Module to another. (See RFP Section 4.5.6)

If a Bidder wins more than one CALNET II Contract, they may be expected to name a single point of contact that will be able to respond to the State for those Contracts. (See RFP Section 4.5.5.2.1)

1.5 PROJECT SCOPE

This revised RFP encompasses the continuation of most of the CALNET I Contract suite of services and solicits additional new services to fulfill the State's current and future telecommunications requirements. In addition to telecommunications services, the Contracts will include the coordination of activities that result in the following: the complete Transition, Migration, or Transfer to and from, the awarded Contractors' services; ongoing End-User support; ongoing management of business relationships; continued service provisioning; marketing services; oversight reports; training; documentation; network operations maintenance and management; Service Level Agreements (SLAs); invoicing services and other activities as further defined in RFP Section 4; Proposed Environment; and Section 6, Business and Technical Requirements.

This procurement is being conducted under the policies developed by the Department of Finance and procedures developed by the Department of General Services as provided under Public Contract Code Section 12100 et seq., "The Acquisition of Information Technology Goods and Services" available at <http://www.leginfo.ca.gov/calaw.html>. State Administrative Manual (SAM) Chapters 4800 and 5200 also outline the acquisition of technology goods and services. See SAM Table of Contents at <http://sam.dgs.ca.gov/TOC/default.htm>.

This revised RFP contains the instructions governing the requirements for a firm quotation to be submitted by Bidders interested in one or more of the four Modules. The format in which the bid information is to be submitted and the material to be included therein follows in Section 8 of this RFP. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as the Bidders' responsibilities before and after implementation.

This revised RFP, the evaluation of responses, and the award of any resultant contracts shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for 180 calendar days following the scheduled date for contract award as specified herein. A Bidder may extend the offer in the event of a delay of contract award.

This procurement will follow a phased approach designed to increase the likelihood that Final Proposals will be received without disqualifying defects. The additional steps will (1) ensure that the Bidders clearly understand the State's requirements before attempting to develop their final solutions; (2) ensure that the State clearly understands what each Bidder intends to propose before their proposals are finalized; and (3) give the State and each Bidder the opportunity to discuss weaknesses or potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify the proposal to correct such problems. The following phases, as outlined in RFP Section 2 will be conducted in this RFP process for each separately biddable Module:

1. A Compliance Phase consisting of a Conceptual Proposal and a Detailed Technical Proposal
2. A Final Phase consisting of a Draft Proposal and a Final Proposal

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS RFP, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- **CAREFULLY READ THE ENTIRE RFP**
- **IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER**
- **SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF THE BIDDER'S ABILITY, BY THE REQUIRED DATES AND TIMES**
- **MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE RFP ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND**
- **CAREFULLY RE-READ THE ENTIRE RFP BEFORE SUBMITTING EACH BID**

1.6 PROCUREMENT OFFICIAL

The Procurement Official and the respective addresses for delivering or mailing proposals, questions or copies of protests are:

**Express mail/courier service delivery, e.g.,
Federal Express or UPS, or hand delivery**

Steven Casarez DGS, Procurement Division
Technology Acquisitions Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916-375-4481
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E-mail: john.marengo@dgs.ca.gov

1.7 KEY ACTION DATES

The RFP and the key action dates are posted on the web at

<http://www.dts.ca.gov/stnd/calnet-II/calnetII.asp?key=213>

Below is a table listing the important “key” action items with dates and times that the State will follow while conducting this RFP process. Bidders must adhere to the dates and times when completing specified tasks that are listed in the table. If the State finds it necessary to change any of these dates up to and including the date for Submission of Final Proposals, it will be accomplished via an addendum to this RFP.

PLEASE NOTE, HOWEVER, THAT ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFP.

KEY ACTION DATES:

All times are 5:00 PM Pacific Time unless otherwise noted.

<u>ACTION</u>	<u>DATE/TIME</u>
1. Release of RFP	November 8, 2004
2. Last Day to Submit Questions for Clarification at Bidders Conference	November 17, 2004
3. Initial Bidders Conference (see RFP Section 1.8)	December 2, 2004
4. Final Date to Submit Requests to Change the RFP Requirements	January 14, 2005
5. Last day to submit Letter of Intent to Bid (Superseded – see item #10 below)	January 18, 2005
6. Last day for State to respond to Requests to Change RFP Requirements	January 28, 2005
7. Last Day to Protest the RFP Requirements (Superseded – see item #9 below)	February 4, 2005
8. Release of Addendum #12	August 15, 2005
9. Vendor Forum (See RFP Section 1.8)	August 24, 2005
10. Last Day to Protest RFP Addendum #12 Requirements (Initial Protest) (Note: Additional time provided for Addendum 12)	September 8, 2005
11. Last day to submit new Letter of Intent to Bid, signed Confidentiality and Non-Disclosure Agreement, and Financial Responsibility Information. (Pre-qualification Documentation).	September 16, 2005
12. Submission of Conceptual Proposal	October 3, 2005
13. Submission of Proposed Changes to Contract Language	October 3, 2005
14. Confidential Discussions with Individual Bidders regarding their Conceptual Proposals	October 31, 2005 – November 14, 2005
15. Last day for State Response to Contract Language Change Requests	December 16, 2005

<u>ACTION</u>	<u>DATE/TIME</u>
16. Submission of Detailed Technical Proposals	January 17, 2006
17. Submission of Proposed Changes to Addendum 18A Contract Language	March 1, 2006
18. Last day for State Response to Addendum 18A Contract Language Change Requests	March 22, 2006
19. Confidential Discussions regarding Detailed Technical Proposals	February 14, 2006 – March 6, 2006
20. Submission of Draft Proposals	April 3, 2006
19. Confidential Discussions regarding Draft Proposals	May 1-19, 2006
20. Last Day to Submit Questions	June 21, 2006
21. Submission of Final Proposals (by 5:00 PM) ¹	July 19, 2006
22. Evaluation of Bidder Proposals ²	July 20, 2006 – September 11, 2006
23. Demonstration (if required) ²	August 16, 2006 – September 11, 2006
24. Public Cost Opening ²	September 18, 2006
25. Notification of Intent to Award (Subject to 6611 negotiations) ^{2,3}	October 16, 2006
26. Last Day to Protest Selection ²	October 23, 2006
27. Contract Award and Execution ²	November 6, 2006

¹ Bidders are strongly encouraged to review the Bidder's final proposal checklist; Exhibit 1-B, prior to submitting final proposals.

² These dates are subject to change dependent upon the length of time necessary for the State to complete the evaluation process (and negotiations if initiated by DGS). Bidders will be notified via e-mail of any changes.

³ DGS reserves the right, in its sole discretion, to engage in negotiations pursuant to Public Contract Code Section 6611 and the guidelines and procedures adopted in accordance therewith including, but not limited to, Administrative Order 05-01 (issued February 7, 2005) or any amendments or replacements thereto.

1.8 VENDOR FORUM AND BIDDER'S CONFERENCE

Because of the significant changes to the RFP, the State will host a **Vendor Forum** to present a brief overview of the revised RFP and the procurement process. The State may answer general procurement questions from existing and new potential Bidders or may defer answers for a later written response. Oral answers shall not be binding on the State. The State encourages all potential Bidders to attend. A sign-in sheet will be provided to document attendance. This Vendor Forum will be held at:

Time: 10:00 AM to 12:00 PM
Date: August 24, 2005
Place: Dept of General Services
Ziggurat Auditorium
707 3rd Street
West, Sacramento, CA 95605

Information on Previous Bidder Conference:

Bidders were afforded the opportunity to meet with State personnel to discuss the content of the bid and the procurement process. Written questions received prior to the conference were answered and posted on the CALNET II homepage or answered at the conference without

divulging the source of the query. The State accepted oral questions during the conference and attempted to provide answers. Oral answers were not binding on the State. A sign-in sheet was provided to document attendance at the Bidder's Conference that was held as shown below.

Time: 10:00 AM to 12:00 PM
Date: December 2, 2004
Place: Dept of General Services
Ziggurat Auditorium
707 3rd Street
West, Sacramento, CA 95605

1.9 INTENT TO BID

Because the scope of the revised RFP has changed to four separately biddable Modules, all Bidders (including Bidders who have submitted a Letter of Intent to Bid prior to Addendum 12) are required to submit a new Letter of Intent to Bid for each Module they intend to bid, including all required attachments. (See the sample Letter of Intent Exhibit 1-A.)

Bidders that want to participate in the revised RFP procurement steps must submit a notification of intent to bid in accordance with the Key Action Date for the Bidder's Intent to Submit a Proposal contained in Section 1.7, in order to receive additional information after that date. Only those Bidders acknowledging interest in this revised RFP will receive additional correspondence regarding this procurement.

The letter should identify the Module(s) being bid, the contact person for the solicitation process, plus a phone and fax number, an email address, a U.S. mail delivery address, and a courier delivery address. Each Module being bid shall have only one (1) contact person during the RFP process. Information relating to a Bidder will only be given to the designated contact person for the Module being bid. **Provide a separate Letter of Intent to Bid for each Module being bid for which the company or contact person is different.**

It shall be the Bidder's responsibility to immediately notify the State Procurement Official, in writing, regarding any revision to the information pertaining to the Bidder's designated contact person.

The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

1.10 FINANCIAL RESPONSIBILITY INFORMATION

The Bidder must provide financial statements giving the State enough information to determine financial stability. Bidders who have submitted Financial Statements for this RFP prior to the

release of Addendum 12 are required to submit Financial Statements. Financial Statements shall be submitted separately for each Module bid. See Exhibit 1-C, STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION, which may be used for this purpose. These statements may include, but are not limited to:

1. Financial Statement or Annual Report or Form 10K for the last two (2) years;
2. Statement of income and related earnings;
3. Statement of Changes in financial position;
4. Letter from the Bidder's banking institution;
5. Statement from certified public accounting firm.

If information submitted by the Bidder, or available from other sources is insufficient to satisfy the State as to the Bidder's financial responsibility, the State may request additional information from other sources or reject the bid as unsatisfactory to reliably establish contractor responsibility. The State's determination of the Bidder's responsibility, for the purposes of this RFP, shall be final.

NOTE: Any of the submitted financial information identified by the Bidder as confidential, shall be treated as such by the State and returned upon request after the Bidder's responsibility has been determined.

1.11 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also contact directly the Procurement Division contact person that is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891

Fullerton Office: (714) 773-2093

The California Relay Service Telephone Number is:

Voice, TTY or STS: 7-1-1

1.12 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

All Bidders are required to separately submit a completed and signed Confidentiality and Non-Disclosure Agreement (Exhibit 1-D) for each Module being bid according to the Key Action Dates in Section 1.7. Bidders shall not alter the text of Exhibit 1-D except to fill in the blanks provided in the Exhibit.

EXHIBIT 1-A

LETTER OF INTENT TO BID

Reference: This is to notify you that it is our present intent to submit information in response to RFP 2053 for: (Check only one. Use a separate Letter of Intent to Bid for each Module being bid.)

- ☐ **Module 1**, Core Services (RFP Section 6.1)
- ☐ **Module 2**, Long Distance Services for Voice (RFP Section 6.2)
- ☐ **Module 3**, Internet Protocol Services (RFP Section 6.3)
- ☐ **Module 4**, Broadband Fixed Wireless Access Services (RFP Section 6.4)

The individual to whom all information regarding this RFP for the above Module(s) should be transmitted is:

Contact Name: _____

Address: _____

City, State, & Zip: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

We are enclosing, as requested, the following completed documents:

- a) Statement of Experience and Financial Condition (includes Financial Statements); and
- b) Signed Confidentiality and Non-Disclosure Agreement

If declining to bid, please state reason(s) why: (Use additional pages as necessary)

Sincerely,

Signature

Typed Name and Title

Company

() _____
Phone Number

() _____
Fax Number

EXHIBIT 1-B

BIDDER'S FINAL PROPOSAL CHECKLIST

- DOES YOUR FINAL PROPOSAL SUBMITTAL DOCUMENTATION FOLLOW THE FORMAT SPECIFIED IN SECTION 8 (PROPOSAL FORMAT) IN THE RFP?
 - COVER LETTER WITH ORIGINAL SIGNATURE INCLUDED?
 - LABELED VOLUMES AS IDENTIFIED AND IN THE SPECIFIED NUMBER OF COPIES?
 - NO COST DATA PROVIDED IN ANY VOLUMES EXCEPT VOLUME 3 OF THE FINAL PROPOSAL
- IS THE CONTRACT IN YOUR FINAL PROPOSAL AND IN ORDER?
 - CONTRACT SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM?
 - HAVE ALL BLANK AREAS IN THE CONTRACT LANGUAGE BEEN COMPLETED?
 - HAVE THE COSTS FOR ALL EQUIPMENT AND SERVICES BEING OFFERED IN THE FINAL PROPOSAL BEEN IDENTIFIED IN THE SEPARATELY SEALED COST VOLUME?
 - HAVE THE CALCULATIONS FOR THE ABOVE COSTS BEEN CHECKED FOR ACCURACY?
- BONDS AND OTHER SECURITY DOCUMENTS REQUIREMENT SATISFIED?
- CONTRACTOR LICENSE INFORMATION COMPLETED?

NOTE: IN THE STATE'S DVBE (DISABLED VETERAN BUSINESS ENTERPRISE) REQUIREMENT ATTACHMENT, IS THE "*DOCUMENTATION CHECKLIST AND COMPLIANCE RECOMMENDATIONS*" FOR ASSISTING BIDDERS IN THE COMPLETION AND SUBMISSION OF REQUIRED DOCUMENTS FOR THE REQUIREMENT.

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE SOLICITATION. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE

RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL PROPOSAL RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL PROPOSALS CANNOT BE OVER EMPHASIZED.

STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION**SUBMITTED BY:**

NAME OF FIRM:

ADDRESS:

DATES OF FINANCIAL STATEMENTS:

PRIVACY NOTIFICATION

The State of California Information Practices Act of 1977 requires the State to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is to provide financial information to determine financial qualification. State policy and State and federal statutes authorize maintenance of this information.

Furnishing all information on this form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out.

The official responsible for maintaining the information contained in this form is:

Steve Casarez

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Vendors may be required to provide additional financial data as part of the RFP.

EXHIBIT 1-C, (CONTINUED)

Page 2

**STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION (Continued)
REQUIREMENTS**

Attach Financial Statements for the last two complete tax years, accompanied by the following statement which has the title(s) and signature(s) of the individual(s) who (prepared/examined/reviewed) the statements:

“We have **(prepared/examined/reviewed)** the balance sheets of **(Bidder)** as of **(date)** and the related statements of income, retained earnings and changes in financial position for the last two years.

In **(my/our)** opinion, the financial statements mentioned represent fairly the financial position of **(Bidder)** as of **(date)** and the results of its operations and changes in its financial position for the last two years, in conformity with generally accepted accounting principles applied on a consistent basis.”

Name of Company:

Address:

Signature(s) and Title:

Date:

EXHIBIT 1-D

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of _____, _____ by and between the State of California, through its Department of General Services, Telecommunications Division ("the State"), and _____, a _____ corporation, having offices and a place of business at _____ ("Company").

RECITALS:

- A. The State has issued a Request for Proposals ("RFP") from individual companies or strategic teams interested in supplying network and telecommunications services to the State in replacement of the State's existing California Integrated Information Network (CALNET I) Master Services Agreement (the "Transaction");
- B. To assist such companies and strategic teams in responding to the RFP and otherwise evaluating the Transaction, the State is prepared to make available certain business, financial, and technical information; and
- C. The State is willing to furnish such information on the condition that it remain strictly confidential in accordance with the terms and conditions set forth below.

AGREEMENTS:

NOW, THEREFORE, Company hereby agrees as follows:

1. Definitions. As used herein:

- (a) "Affiliate" shall mean any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Company. "Control" (including the terms "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- (b) "Confidential Information" shall mean any and all commercial, financial, technical, or other documents, diagrams, information and information storage media provided or otherwise made available by the State to Company, whether on, before or after the date hereof; and additionally includes all such information to the extent included in analyses, compilations, studies, or other materials prepared by Company or any Representatives of Company containing or based in whole or in part on any of the information furnished by the State. Confidential Information shall further include all

information learned by Company from State employees or through the inspection of State property relating to the Transaction.

- (c) “Excluded Information” shall mean information, if any, that would otherwise constitute Confidential Information and that (i) is or becomes generally available to or known by the public other than as a result of a disclosure made by Company or its Representatives in breach of this Agreement; (ii) was available to Company on a nonconfidential basis prior to disclosure to Company by the State; (iii) is or was disclosed to Company on a nonconfidential basis from a source other than the State provided that Company is not, in good faith after reasonable inquiry, aware that such source is or was then bound by a confidentiality agreement with the State or otherwise prohibited from transmitting the information to Company by any contractual, legal, or fiduciary obligation or by any other obligation enforceable by law or in equity; (iv) was or is hereafter disclosed by the State to a third party who is not bound by similar restrictions on use and disclosure as set forth in this Agreement; or (v) is hereafter, or was heretofore, independently developed or compiled by Company without the aid, application, or use of the Confidential Information. In the event of a dispute or litigation between the parties, Company shall have the burden of proving by clear and convincing evidence that any information disclosed or used by Company or its Representatives and claimed to be excluded under this Subsection (c) is not in fact Confidential Information or a derivative of Confidential Information.
 - (d) “Representatives” of a party shall mean any or all of the following representatives of such party: directors, officers, employees, agents, attorneys, accountants, consultants, bankers, lenders, business advisers, financial advisers, scientific advisers, technical advisers, subcontractors and any Person with which Contractor has entered into a joint venture. Representatives shall also include the Representatives (as defined in the preceding sentence) of Company’s Affiliates.
 - (e) “Person,” whether or not the term is capitalized, will be interpreted very broadly and will include, but not be limited to, any individual, corporation (including a business trust), partnership, joint stock company, limited liability company, trust, estate, unincorporated association, joint venture, or other entity, or a government or any political subdivision or agency thereof, whether or not any such person is an officer, director, employee, or agent of the State.
2. Non-Disclosure. Company agrees to safeguard the confidentiality of the Confidential Information and not to disclose any part of it to any Person except to such of Company’s Representatives as need to know such information for the purposes of responding to the RFP, evaluating the Transaction or advising Company with respect to the Transaction and who have obligated themselves to hold the Confidential Information in confidence and only as permitted hereunder. Company shall be responsible for breach of this Agreement by any such Representatives.

3. Use of Confidential Information. Neither Company nor its Representatives will use the Confidential Information, directly or indirectly, for any purpose other than responding to the RFP and evaluating a possible Transaction between the State and Company without the prior written consent of the State. Such use shall cease at any time when the State notifies Company that the State is no longer interested in receiving RFP responses or evaluating a Transaction, or Company notifies the State that Company is no longer interested in responding to the RFP or evaluating a Transaction.
4. Return of Confidential Information. Promptly upon the request of the State, Company will return to the State all copies of the Confidential Information furnished to Company by the State, together with all copies of any of the same, or any part thereof, made by Company or its Representatives. All notes, studies, reports, memoranda, and other documents prepared by Company or its Representatives that contain or reflect the Confidential Information shall also be returned to the State or destroyed and certified as such to the State, to the extent they contain Confidential Information.
5. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the State, Company shall not, and shall direct its Representatives not to, disclose to any person, other than as provided in Section 2 and Section 6, (i) the fact that Company has received the Confidential Information, (ii) that discussions or negotiations are taking place concerning a possible Transaction, or (iii) any of the terms, conditions, or other facts with respect to any such possible Transaction, including the status of discussions or negotiations.
6. Subpoena; Court Order; Other Legal Requirement. If a court of competent jurisdiction or any other governmental agency serves Company or its Representatives with a subpoena or order or other compulsory instrument, or with respect to clause (b) or (c) below, counsel for any such party advises such party that such party has a legal obligation to disclose (a) all or any part of the Confidential Information, (b) the fact that the Confidential Information has been made available to Company, or (c) any of the terms, conditions, or other facts with respect to any such possible Transaction, including the status of discussions or negotiations, Company and its Representatives, as the case may be, will: (i) provide the State with prompt written notice of the existence, terms, and circumstances surrounding such request or requirement; (ii) consult with the State on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as Company counsel advises in writing that Company is legally required to disclose; and (iv) cooperate with the State, at the request of the State and at the State's expense, in the State's efforts to obtain an order excusing the Confidential Information from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

7. Warranty by Company. Company warrants that a duly authorized representative or corporate officer of Company has entered into this Agreement on behalf of Company and has the full and complete authority to bind Company to the terms and conditions hereof.
8. Disclaimer of Warranty by the State. Neither the State nor its Representatives has made or makes any representation or warranty as to the accuracy, completeness, or value of the Confidential Information. COMPANY AGREES THAT NEITHER THE STATE NOR ANY OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO COMPANY OR ANY OF ITS REPRESENTATIVES RESULTING FROM COMPANY'S USE OF THE CONFIDENTIAL INFORMATION, EXCEPT AS PROVIDED IN A FURTHER AGREEMENT BETWEEN THE PARTIES HERETO.
9. Definitive Agreement. Unless and until a definitive written agreement between the State and Company with respect to a Transaction has been executed and delivered, neither the State nor Company will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of Company and this Agreement or any other written agreement, for the matters specifically agreed to herein or therein.
10. Assignability. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided herein, neither this Agreement nor any rights granted hereunder may be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by Company without the prior written consent of the other, and any attempt to do so will be deemed null and void.
11. Audits. From time to time, the State or its designee may audit or otherwise inspect Company's compliance with the terms of this Agreement. Company shall grant the State or its designee full and complete access to Company's books and records, and other documents of Company, as they may be required in order for the State to ascertain any facts relative to Company's compliance with the terms of this Agreement. Company shall provide the State or its designee such information and assistance as reasonably requested by the State to perform such audits.
12. Acknowledgement. Company acknowledges and understands that failure to comply with the terms of this Agreement may subject Company or its Representatives to criminal liability.
13. Indemnity by Company. Company will, at its expense, indemnify, defend and hold the State and its Representatives harmless from any action or claim brought against the same, and any resulting damages, expenses, costs, judgments and settlements (including reasonable attorneys' fees), to the extent that it arises from the breach or alleged breach by Company, its Affiliates, or their respective Representatives, of the terms and conditions of this Agreement.

14. Injunctive Relief. Company acknowledges that if this Agreement is breached, the State could not be made whole by monetary damages. Accordingly, the State, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to seek an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. Company acknowledges and agrees that: (a) the Confidential Information is proprietary to and valuable information of the State; (b) the State derives economic value from the Confidential Information not being generally known to other persons who can obtain economic value from its disclosure or use; (c) any disclosure or unauthorized use of the Confidential Information could cause irreparable harm and loss to the State; (d) monetary damages would be inadequate to compensate the State for a breach of this Agreement; and (e) in addition to any other remedy available in law or in equity, the State shall be entitled to injunctive relief in order to enforce the terms of this Agreement. Company shall reimburse the State for all costs and expenses, including attorney's fees, incurred by the State in enforcing the obligations of Company and its Representatives hereunder.
15. Notices, Etc. All notices, demands, and other communications provided for hereunder shall be in writing (including facsimile or similar transmission) and mailed (by U.S. certified mail, return receipt requested, postage prepaid), sent, or delivered (including by way of overnight courier service), (a) if to the State, to Department of General Services, Office of Legal Services, 707 Third Street, Suite 7-330, West Sacramento, CA 95605, and in the case of facsimile transmission, to telecopy number (916) 376-5088; and (b) if to Company, to _____, and in the case of facsimile transmission, to telecopy number _____, in each case to the attention of _____, or, as to each party, to such other person and/or at such other address or number as shall be designated by such party in a written notice to the other party. All such notices, demands, and communications, if mailed, shall be effective upon the earlier of (i) actual receipt by the addressee, (ii) the date shown on the return receipt of such mailing, or (iii) five (5) business days after deposit in the mail. All such notices, demands, and communications, if not mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, or (b) with respect to facsimile and similar electronic transmission, the time that electronic confirmation of a successful transmission is receipted as received.
16. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the State and Company and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of information and other matters to which this Agreement relates. The rights and obligations provided by this Agreement shall take precedence over, and shall be applied in addition to, any specific legends or statements associated with the Confidential Information when received.
17. Amendments, Etc. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Company

and the State. Any waiver of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.

18. No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA and no action involving this Agreement may be brought except in the state and federal courts located in Sacramento County, California, USA.
20. Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.
21. No License. Except for the limited right to use the information disclosed under this Agreement granted herein, no right or license, either express or implied, under any patent, copyright, trade secret, or proprietary information is granted hereunder. All Confidential Information shall remain the property of the State at all times.
22. Survival. The obligations of Company under the terms of this Agreement shall continue for so long as any Confidential Information continues to exist.
23. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of Company to become effective as of the date first referenced above.

COMPANY:

Company Name: _____

By (signature): _____

Print Name: _____

Title: _____

Date: _____